



# Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss

COMMISSION ADJUDICATORY  
DOCKET NO. 06-0014

IN THE MATTER  
OF  
CHRISTOPHER BRADLEY

## DISPOSITION AGREEMENT

The State Ethics Commission and Christopher Bradley enter into this Disposition Agreement pursuant to Section 5 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On March 3, 2005, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict-of-interest law, G.L. c. 268A, by Bradley. The Commission has concluded its inquiry and, on April 13, 2006, found reasonable cause to believe that Bradley violated G.L. c. 268A. On August 24, 2006, the Enforcement Division filed an Order to Show Cause concerning this matter.

The Commission and Bradley now agree to the following findings of fact and conclusions of law.

### Findings of Fact

1. In 2003, Bradley was the Beverly purchasing director, serving under Beverly Mayor Thomas Crean.
2. Ordinarily, the mayor is the city's chief procurement officer, but Crean's predecessor had delegated chief procurement officer duties to Bradley. Thus, Bradley was responsible for overseeing all of the purchasing/procurement matters for the city.
3. When Crean took office in January 2002 the city purchased for \$1,785 a new Compaq Presario laptop computer for him to use.
4. In or about fall 2003, Crean decided that he wanted to buy his laptop from the city when he left office at the end of the year.
5. General Laws c. 30B, the Uniform Procurement Act, establishes uniform procedures for governmental bodies in procuring supplies, services or real property, and in disposing of supplies or real property. Section 15 of the Act specifies how a governmental body shall dispose of an item that is no longer useful to the governmental body but with resale or salvage value. Section 15(f) specifies that for such an item with an estimated net value of less than \$5,000, the procurement officer shall dispose of it using written procedures approved by the governmental body.

6. Beverly City Ordinance Section 2-7, "Surplus Property with a Value Less than \$500" controls the city's disposal of items that are no longer of use to the city. This section states in pertinent part that, pursuant to G.L. c. 30B, § 15(f), the chief procurement officer (i.e., the mayor), or his designee (i.e., the purchasing director):

may dispose of surplus property (other than real property) which has been determined by the Department Head, in whose care and custody such surplus property is, to have a value of less than [\$500] by the following procedure:

- (1) Department Head desiring to dispose of said surplus property shall write a letter to the Chief Procurement Officer, or his designee, stating forth in detail a complete description of the surplus property and a statement as to how a value of less than \$500 was determined.

7. As department head of the Mayor's Office, Crean told Bradley, his subordinate, that Crean had determined that his laptop was surplus, and that Crean wanted to bid on and purchase it from the city.

8. Crean did not provide Bradley with the letter required by City Ordinance Section 2-7, in which he was required to describe the surplus property and to state how he had determined that its value was less than \$500. Bradley did not require Crean to provide the letter, even though it was required and he usually received it from other department heads prior to putting surplus property out to bid.

9. Without the required written statement explaining how the computer had a value of less than \$500, Bradley proceeded to treat the laptop as surplus and put it up for auction.

10. The city received only one bid for the laptop: a bid of \$100 from Crean. On December 29, 2003, Bradley informed Crean that he was the highest bidder.

11. Shortly thereafter, Crean paid for his laptop and took possession.<sup>1</sup>

#### Conclusions of Law

12. As the Beverly purchasing director, Bradley was a municipal employee as that term is defined in G.L. c. 268A, § 1(g), and therefore subject to the conflict-of-interest law.

13. Section 23(b)(3) prohibits a municipal employee from, knowingly or with reason to know, acting in a manner which would cause a reasonable person, knowing all of the facts, to conclude that anyone can improperly influence or unduly enjoy that person's favor in the performance of his official duties. This subsection goes on to provide that the appearance of impropriety can be avoided if the public employee discloses in writing to his appointing authority all of the relevant circumstances which would otherwise create the appearance of conflict.

14. Bradley as purchasing director and acting chief procurement officer managed the process by which the mayor's laptop computer was declared as surplus, posted for auction and sold. In doing so, Bradley violated City Ordinance Section 2-7, by failing to obtain the required written documentation, "stating forth in detail a complete description of the surplus property and a statement as to how a value of less than \$500 was determined."

15. When he so participated in these matters, Bradley knew or had reason to know that he was creating an appearance of impropriety by failing to require the mayor to follow the usual and proper surplus procedures concerning the laptop when the mayor had declared that he was going to be a bidder on the computer and subsequently was in fact the only bidder for the computer.

16. Thus, Bradley knew or had reason to know that he was acting in a manner which would cause a reasonable person, knowing all of the relevant facts, to conclude that Crean could improperly influence or unduly enjoy Bradley's favor in the performance of Bradley's official duties relating to the surplus of the computer. Thus, Bradley violated § 23(b)(3).

17. Bradley did not file any written disclosure to dispel this appearance of impropriety.

### ***Resolution***

In view of the foregoing violations of G.L. c. 268A by Bradley, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Bradley:

- (1) that Bradley pay to the Commission the sum of \$500 as a civil penalty for violating G.L. c. 268A; and
- (2) that Bradley waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

**DATE:** April 4, 2007

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<sup>1</sup> Crean's purchase of the laptop computer is addressed in a companion disposition agreement, *In re Crean*, 2007 SEC \_\_\_\_.